1   MR. THAGGART: Fair enough.

2   MS. PREISS: One more question on

3 termination liability issue. I direct this

4 question to AT&T. Looking at the UNE attachment or

5 whatever you call this thing--

6   MR. THAGGART: AT&T Exhibit 1-B.

7   MS. PREISS: Thanks. Section 11-13.6.

8 The language you propose here where AT&T shall not

9 be liable for any termination liability when

10 convert to UNEs, is the intent of this language to

11 apply prospectively, or is it limited to those

12 termination liabilities that might apply with

13 respect to services you are currently purchasing

14 out of tariff?

15   MR. PFAU: I'm not sure I have the

16 distinction there.

17   MS. PREISS: Well, in theory, you could go

18 buy something out of--DS1 circuit out of special

19 access tariff in December and then decide in

20 February that you want to convert it to UNEs. If

21 you bought--if you could have bought it at the

22 three year plan term rate, would this language

1 absolve you of termination liability in that

2 instance?

3 MR. PFAU: I will try to answer your

4 question because I'm not entirely sure I understand

5 it, but my perception is, say you had a term plan

6 that had five circuits in them, and you moved one

7 circuit out on an EELs conversion. What this

8 language is trying to say is you can get the EELs

9 converted and pay the EELs, and the fact of

10 moving--and if the fact of moving it to EELs would

11 not permit to you meet the terms of the prior

12 pricing plan and some termination liabilities might

13 otherwise apply, this says they would not be

14 applicable.

15 MS. PREISS: Okay. That doesn't answer my

16 question, so I'm going to try to ask it again in a

17 different way. I understand AT&T's argument to be

18 that in the past--maybe this is what I don't

19 understand, but I have company in not understanding

20 this. In the past you have purchased special

21 access circuits when you would have purchased UNE

22 combinations if they had been available to you, and

1 in the instances where you did that and maybe

2 you're in the third year of a five-year term and

3 now you want to convert some of those circuits to

4 UNE, you don't want to pay the termination penalty.

5   But what about if you chose--we are

6 talking about an interconnection agreement that

7 will last from whenever we finish this for another

8 three years or something like that. Can you next

9 year purchase special access circuit out of

10 Verizon's tariff and then convert it to UNE, in

11 taking a five-year term plan and get the applicable

12 discount and then convert it to UNEs and not have

13 to pay the termination liability? It's just an

14 ongoing thing.

15   MR. PFAU: I think we did start talking

16 about that saying what if I was stupid two years

17 from now and bought it in the wrong way.

18   If you make the assumption that everything

19 was equally available--it was just as easy to order

20 and you could get the stuff just as fast and there

21 is no claim that I had facilities for special

22 access but not for UNEs, if there were no problem

1 with all that, I would say that if you bought it at

2 a special access under those conditions, and you

3 really should have bought it as a UNE, then you'd

4 probably be applicable as a term liability.

5   MS. PREISS: Does the contract language

6 reflect that in any way?

7   MR. KEFFER: Let me take the ball on that

8 one and say it's probably less than crystal clear

9 in that regard.

10   Through your question, I understand the

11 point you're getting to, and if Verizon has an

12 interest, we would be happy to work with them on

13 some language, but it's not clear, but that's the

14 intention.

15   MS. PREISS: So, the intent is to have

16 some sort of temporal limitation on your ability to

17 buy out of a special access tariff, flip it, and

18 not pay any termination liability?

19   MR. KEFFER: Yes.

20   MR. GARY: That's the first we hear of all

21 that. All we see is that there's no termination

22 liability for every conversion. So--

1   MS. PREISS: I think Mr. Keffer has

2 conceded that the language is not clear on that.

3   Am I hearing Verizon say that they might

4 be more amenable to such a clause if there were

5 such a--

6   MR. GARY: No. Not at all.

7   MS. PREISS: That's what I thought.

8   That's the end of my questions. I will

9 turn it back over to Henry.

10   MR. GARY: I think we moved to the point

11 that this is a briefing point.

12   MR. THAGGART: I would like to revisit for

13 a moment the issue of the language in 11.13.52.

14   Verizon, just so that I understand, do you

15 have an objection on a policy or business basis to

16 language that would apply to OSS in terms of

17 stating specifically whether or not permission

18 would be required from the customer before the

19 service is disconnected?

20   MS. FOX: Well, in general, it's the

21 customer who would submit a disconnect order, okay?

22 Now, so, we wouldn't be doing anything there.

1   But as Joe was talking about, there could

2 be situations that would be done; there could be

3 some network situation where is the service could

4 be touched. I don't know our policies and

5 procedures for handling that kind of network

6 change.

7   MR. THAGGART: Let me rephrase the

8 question. I'm asking about language in the

9 Interconnection Agreement. Is it your position

10 that you would oppose such language that would

11 specify the conditions under which the service is

12 degraded or disconnected for OSS?

13   MS. FOX: Okay, now I guess I'm not sure

14 how to answer that question for OSS purposes, and

15 by OSS, what exactly do you mean? You mean

16 maintenance and repair?

17   MR. THAGGART: In the context of UNE

18 combinations.

19   MS. FOX: Well, now I have to ask you more

20 questions. For maintenance and repair--is

21 maintenance and repair itself an OSS issue? Or how

22 you report troubles is an OSS issue that's separate

1 from the maintenance and repair discussed in

2 13.5.2? I'm not sure, and I may not know enough

3 about OSS to answer your question properly.

4   MR. ANTONIOU: Could you please ask it

5 again. We want to be responsive, but we are not

6 putting our heads together here very well to answer

7 your question.

8   MR. THAGGART: Earlier we read through

9 some contract language proposed by AT&T. You

10 understood it to mean something; AT&T understood it

11 to mean something else. Assuming for a moment that

12 you agree with AT&T's interpretation of what the

13 language is supposed to do, are you opposed to the

14 broad policy of language that reflects a

15 prohibition on degrading OSS or disconnecting OSS

16 service? Or are you opposed to--

17   MR. GANSERT: If I could try. When you

18 say the OSS service, do you mean the OSS support

19 for--I mean, we are talking about this in the

20 context of yields convert or UNE platforms

21 converted from some other form. I guess where we

22 got to is that the intent of the language, although

1 we don't read it that way, was to say that you

2 would use or provide the same kind of maintenance

3 and operation for them. As we pointed out, that's

4 certainly not true to have the same type of

5 maintenance and operation for an end to end--for an

6 unbundled element as it is for an end-to-end

7 service. So, that's one issue.

8   The other issue is, if the implication is

9 that we are guaranteeing we'll use exactly the same

10 OSS and exactly the same processes and we won't

11 change them, I don't know why we would agree to

12 that because I think our responsibility is to agree

13 to service standards and to performance standards,

14 how we accomplish those standards. If we decide to

15 upgrade, I can't imagine we disconnect our OSSs.

16 But if we change our OSSs, improve our processes,

17 change them, but we don't ask our customers

18 permission to do that. That's our responsibility,

19 to build our infrastructure so that it works.

20   So I don't know quite understand why there

21 would be language in the contract that says you

22 can't change your OSS support for service without

1 our permission. It just doesn't make sense.

2   MR. THAGGART: Thank you. That is a

3 responsive answer. Did you want to add something?

4   MR. ANTONIOU: I'm not sure that--I

5 believe we have answered your question what your

6 concern is. It seems like we are talking about

7 this in the context of conversions, although I'm

8 not sure that's the case.

9   The last question I think you asked us, it

10 seemed to be focused on OSS generally, and my

11 understanding of what OSS is typically geared

12 changes to how this is done is through an industry

13 collaborative. Now, maybe I'm going far afield

14 from what your interest is. I mean, if you want to

15 go further, we would like to, because I still don't

16 feel like when we are done today that I understand

17 what you want to know from us.

18   MR. THAGGART: I think you've answered the

19 question. I was simply trying to understand

20 whether you had a philosophical opposition to

21 AT&T's language.

22   MR. ANTONIOU: Definitely.

1 MR. THAGGART: As opposed to the specific

2 language being proposed.

3 MR. ANTONIOU: Maybe we could ask AT&T

4 what philosophically they want.

5 MS. FARROBA: Well, hang on. What section

6 of the contract are we talking about again?

7 MS. FOX: 11.13.5.2.

8 I mean, one thing I want to add is that

9 when we are talking OSS, you are talking the

10 ability, aren't you, of the system to place an

11 order to do a trouble ticket, not like your

12 response time in the event that a trouble ticket is

13 submitted. And so the way I have understood this

14 section is that AT&T wants--it's not the OSSs

15 itself. It's the response time in repair intervals

16 that in all other maintenance and repair issues

17 that are true for special to apply to UNE

18 combinations, and that's the basis of the

19 objection, and we provide good OSSs. Ordering and

20 trouble ticketing and so on.

21 MS. FARROBA: And AT&T, is it your

22 position that you want the same response times for

1 maintenance and repair?

2   MR. PFAU: I think there are two issues

3 here. Yes, we would want parity on maintenance and

4 repair for EELs versus special access or if there

5 is an equivalent retail service.

6   What this is saying is, if you go back to

7 their response, I think it was to discovery request

8 317, they said that after conversion, the same

9 maintenance protocols would be used because I think

10 they said they still had access circuit ID.

11   All this paragraph says in 13.5.2 is okay,

12 if the OSS support was there right after

13 conversion, you can't change it and make it worse

14 after conversion.

15   MS. FARROBA: But what you said is you

16 want the same maintenance response times that you

17 had prior to conversion?

18   MR. PFAU: Right.

19   MS. FARROBA: So, do you object to them

20 having the same maintenance response times they had

21 prior to conversion as language in the contract?

22   MS. FOX: Yes.

1   MS. FARROBA: Why?

2   MS. FOX: Because it should be based on a

3   retail equivalent, not--no longer special access.

4   And if you're talking about an EEL, theoretically

5   you're talking about a dial tone line.

6   Now, what should the maintenance repair

7   interval be for a dial tone line? Well, comparable

8   retail service is 24 hours. Special access in

9   comparison, you would get service guarantees would

10 kick in after four hours, so I would say that the

11 bogie time period for special is four hours. So, I

12 think it's a question--unless compared special

13 access to unbundled dedicated transport, unbundled

14 dedicated transports can be handled pretty much

15 comparable to special because if a trouble report

16 comes in on, say, an OC3, OC12 dedicated transport

17 circuit, the center that takes that trouble is

18 going to get that trouble out as quickly as

19 possible because that's a serious outage. So, they

20 are going to work on that as fast as possible and

21 not to see look to see, oh, I have four hours to

22 work on this.

1   MS. FARROBA: You might be amenable to

2   maybe response times the same as unbundled

3   dedicated transport--

4   MS. FOX: I'm saying that for an EEL, what

5   is it that it should be comparable to? And I think

6   when you're dealing with an EEL, you're really

7   providing EEL for the purpose of providing dial

8   tone line service, so I think that for an EEL it

9   should be comparable to voice grade service, voice

10   grade dial tone service.

11   MS. FARROBA: Then let me just get a

12   response on what--on AT&T's position on that.

13   MR. PFAU: What she's basically saying is,

14   they shouldn't be held to a standard of what they

15   previously provided is what they have to provide on

16   a going-forward basis. I mean, it seems absurd to

17   say you can take a maintenance commitment from four

18   hours to twenty-four hours because they did a

19   billing change.

20   MS. FOX: We are also paying, you know

21   severely reduced monthly rates.

22   MS. FARROBA: Right, right. No, I

1 understand all that. I'm just trying to get some

2 clarification on the varying positions on the issue

3 and what you think is the reasonable I guess

4 maintenance response time versus AT&T's position on

5 that.

6 MR. PFAU: Our position is just they have

7 OSS support infrastructure that you can think of as

8 being part of that UNE combination, and if that

9 allows them to do four hours maintenance, then they

10 should be continuing to provide four hours

11 maintenance, not do something like say okay, you

12 convert it, now I'm going to take away all this

13 maintenance support and throw you into the pots

14 trouble center.

15 MS. FOX: Why shouldn't we?

16 MS. FARROBA: Okay. I think we understand

17 the two different positions on this. Do you have

18 some other questions?

19 MR. THAGGART: We are now at issue III-B,

20 I'd like to start with the AT&T panel and discuss

21 the bulk ordering process.

22 Sir, I was wondering what experience or

1 what models are for bulk ordering process are you

2 familiar with?

3   MR. PFAU: Well, I think the one that's

4 probably of most interest is the bulk ordering

5 process that Verizon's been talking about. What's

6 particularly puzzling on this issue is, we said we

7 want a bulk ordering process that involves no LSR,

8 ASR, and they continue to say, well, we are

9 offering one, yet we can't seem to come to

10 agreement on what the contract should say.

11   Our primary objection and perhaps this

12 paragraph is not written the best as it stands

13 right now.

14   MR. THAGGART: Which paragraph are you

15 referring to?

16   MR. PFAU: In our contract, the 11.13.4.

17   Our objection we had expressed to Verizon

18 was that I think it's a five-step process might be

19 acceptable, but what is unacceptable is an

20 obligation that we accept all term liabilities

21 apply and that a process only be documented on a

22 Web site, which means it's subject to change at

1   whim and is not enforceable by AT&T.

2   In fact, in the mediation we suggested

3   that maybe if we got some language from them

4   suggesting what would be acceptable language, we

5   could come to closure. We have not gotten any sort

6   of that language. I think this can be handled with

7   a single paragraph.

8   MS. FARROBA: Have you worked out just in

9   general some sort of bulk ordering procedure that

10 you are going to offer to carriers in general?

11   MS. FOX: Yes. We've had our guidelines

12 posted on our Web site as of February 17th, 2000.

13 They haven't changed. They've changed in one

14 substantial way since we originally posted them,

15 and that was to bring them into compliance with the

16 June 2nd, 2000 Supplemental Order of Clarification.

17 Other than that, the only change we made was to

18 change Bell Atlantic to Verizon, so they don't

19 change frequently.

20   And that process allows the CLEC to submit

21 one list of circuits to be converted.

22   MS. FARROBA: And AT&T, have you reviewed

1 the process that's posted on the Web site?

2   MR. PFAU: Yes, I have.

3   MS. FARROBA: I'm sorry, I think you might

4 have said this, what were your particular concerns

5 with the process as currently posted on the Web

6 site?

7   MR. PFAU: Well, there was a particular

8 concern that says in order to use this process, you

9 must adopt this model language that's also on the

10 Web site that says I will let you apply all the

11 termination liabilities that are in the contract

12 that you're converting from.

13   And then the other issue was it's just

14 something on a Web site. What's the change control

15 process on that? In my mind, if there could be

16 language put into the contract that would say if

17 you make a bulk ordering process available, that we

18 can use it as long as there is no other extraneous

19 restrictions placed on using it, and that there is

20 an agreement on the parties to if a request comes

21 up in the future that they will seriously consider

22 it. We don't want anything that's that unique.

1   MS. FARROBA: Do you have something you

2 wanted to add?

3   MR. ANTONIOU: Yes. It sounds to me that

4 given the fact I know Susan Fox will often call me

5 or send me a request letter that we're talking

6 about for conversions, that folks do send in

7 listings with literally in some cases hundreds or

8 thousands of circuits, and they, in fact, have

9 conversions done. It sounds to me like there isn't

10 an issue about whether conversions can be done in

11 bulk. It's rather AT&T does not agree with the

12 termination liabilities. Maybe I'm missing

13 something, but that's how I see it. If AT&T wants

14 to respond, I'd be pleased to hear it.

15   MR. THAGGART: Before they respond, could

16 you elaborate on that. Why do you think they are

17 talking about termination liabilities?

18   MR. ANTONIOU: I believe just now the

19 gentleman at the end, Mr. Pfau, made the comment,

20 that there were comment that there was a linkage

21 between sending in a single request for the various

22 circuit IDs and saying that you are willing to pay

1 the termination liabilities when you wish to do a

2 conversion, and knowing that lots of folks in fact

3 do send in lists with all sorts of circuit IDs, it

4 seems to me there is no doubt that we take bulk

5 orders. So I don't see there is any dispute about

6 that. It's sounds like the previous dispute that

7 we had about what the termination liabilities

8 should be.

9   MR. THAGGART: Do you take bulk orders in

10 the context of the UNE conversions?

11   MS. FOX: Yes, all CLECs. We have a data

12 template posted on our Web site, and we ask that

13 all CLECs populate that data template and allows

14 them to submit as many circuits as they want in one

15 request.

16   MR. THAGGART: What states does Verizon do

17 this in?

18   MS. FOX: This is available in all states.

19   MR. THAGGART: Is this found in the

20 north/south, Verizon North, Verizon South

21 guidelines?

22   MS. FOX: Well, the guidelines explain

1 specifically how conversion occurs, and I think it

2 lists the fields that are in the data template, and

3 the data template is a separate attachment on the

4 Web in the same location as the guidelines are

5 posted.

6   MR. THAGGART: What specific provisions

7 are in the guidelines regarding bulk processing?

8   MS. FOX: It says that the CLEC just needs

9 to put the list of circuits and information related

10 to those circuits in one file.

11   MR. THAGGART: AT&T, can you respond.

12   MR. PFAU: Yes, that is on the Web sites

13 but as I said, I think the issue there's been two

14 issues that are commingled that don't need to be

15 commingled. Termination liability is a separate

16 issue, and right now that Web site says adopt our

17 model language which includes termination

18 liabilities if you want to use this--

19   MS. FARROBA: I think we understood that.

20 I just want to clarify. You listed a second thing

21 such as making it subject to change control

22 process. Is that correct?

1   MR. PFAU: Yes.

2   MS. FARROBA: So I just want to follow up

3 really quickly on that with Verizon. Is it

4 currently subject to the change control process

5 that's in place for OSS, and if it's not, do you

6 have objections to it being subject to the change

7 control process?

8   MS. FOX: We have not treated this as

9 being part of the change control process.

10   MS. FARROBA: And would you have

11 objections to it falling under the rubric of the

12 changed management or change control process?

13   MS. FOX: Well, you know, we have taken

14 two steps related to improving the process. And in

15 taking those steps, we did go through change

16 control.

17   One of the things that we are doing is

18 that we didn't have all speeds of EELs billed out

19 of one billing system, so we are moving voice grade

20 level EELs, which were ordered on the LSR and built

21 by our CRIS system. We are moving those so that

22 those will be ordered on the OASR. We are talking

1 about all states, so we did that step through

2 change control, and had a conference call in June.

3 　　　　In addition, on that conference call in

4 which there was an AT&T representative, we talked

5 about how we were going to improve our actual

6 conversion process. The guidelines today talk

7 about issuing billing adjustments. We will be

8 doing something that we refer to as cab spin, so

9 that we'll be changing the information for--that's

10 billed in the circuit and put that on a UNE billing

11 account, so that instead of having to do a manual

12 adjustment by using a service rep, the bill will

13 actually show the special access ID, but everything

14 else associated with that will look like a UNE,

15 including the price.

16 　　　　MS. FARROBA: I mean, it looks like there

17 might be some room here for the parties to resolve

18 the issue as far as the change control process, but

19 evidently--I mean, I know the termination liability

20 is an issue that--I mean, we would be happy if you

21 resolved it and came back and told us you were able

22 to resolve it, but that one looks like that's the

1 major sticking point here.

2   But to the extent that maybe you guys can

3 take this back on change control, it looks like

4 there is some room to negotiate on that, and then

5 just let us know if you're able to work something

6 out.

7   MR. ANTONIOU: We will do that.

8   MR. MELLUPS: By the way just for the

9 record, the guidelines that we talked about were

10 introduced into evidence as AT&T Exhibits AT&T 18

11 and 19.

12   MR. THAGGART: Just a few more follow-up

13 questions again so that the record is clear.

14   You talked about a no order process.

15 Which side is proposing the no order process? Is

16 that AT&T or is it Verizon?

17   MR. PFAU: I think effectively we both

18 are.

19   MR. THAGGART: Could you explain.

20   MR. PFAU: Well, we don't want to be

21 forced into using individual LSRs and ASRs to order

22 a conversion on circuit a circuit-by-circuit basis,

1 and Verizon is saying they have a data template

2 that doesn't involve an LSR and an ASR to

3 effectuate the conversion.

4   MR. THAGGART: Verizon, is that correct?

5   MS. FOX: That's correct. We don't

6 support that either. That's too taxing of our

7 resources to do a conversion.

8   MR. THAGGART: How would Verizon

9 coordinate billing changes with a no order process?

10   MS. FOX: Well, say we receive a request

11 from a CLEC to convert the circuits. Based on that

12 date, we provide an effective bill date, so 30

13 calendar days or less, so if the request came in

14 today, the effective bill date for that conversion

15 request would be November 1st. So, you calculate

16 what those circuits are being built today as

17 special access, we calculate what those circuits

18 should be billed at under UNE rates, and we

19 summarize all that information and we send that to

20 the CLEC for concurrence. Once we get that

21 concurrence, then we issue billing adjustments

22 using specific transaction codes on the CLEC's

1 bill.

2   MR. THAGGART: Does AT&T have a problem

3 with the process?

4   MR. PFAU: I think that's the process on

5 the Web site.

6   MS. FOX: That's the process on the Web

7 site and then what we will be doing with each CLEC

8 who has currently a conversation request that's

9 been processed, we'll be doing cab spin so that

10 instead of those manual adjustments, the circuit

11 will get billed at UNE rates at the outset.

12   MR. THAGGART: So, am I to understand that

13 there is no issue in contention with regard to no

14 order processing and billing between AT&T and

15 Verizon?

16   MS. FOX: There doesn't appear to be any

17 contention regarding submitting LSRs and ASRs. We

18 don't require them, and AT&T doesn't want to submit

19 them.

20   MR. THAGGART: I believe those are all my

21 questions for now.

22   MR. STANLEY: Do you have any more

1 questions on the other issues? We should move on

2 from this issue III-7-B.

3 MS. FARROBA: We are going to move on to

4 another topic, and I guess, Henry, you did have

5 something--

6 MR. THAGGART: No. Those were all my

7 questions.

8 MR. STANLEY: This is John Stanley, I

9 would like to move on to issue VII-10 again now

10 that we have everybody in place. The issue I

11 wanted to talk about first was the use of the bona

12 fides request process, BFR process, and this is a

13 situation, the scenario would be where AT&T would

14 order loop that's served by IDLC; there is no

15 available alternative to place the loop onto. If

16 AT&T wishes to pursue this, what would their

17 process be? Would it involve the submission of a

18 BFR to seek service for that customer?

19 MR. WHITE: Yes. If AT&T had a loop they

20 found to be on integrated DLC, and we also didn't

21 have universal DLC, and we didn't have copper, they

22 would get the rejection.

1   The option then we are dealing with a

2 location that had, for example, an old SLC-96 that

3 was 100 percent integrated. That could be

4 converted. The entire integrated DLC, we could

5 interject a COT so that we would unintegrate the

6 entire 96 lines, and that conversion would be done

7 at the request and under a BFR process that we

8 would accept from AT&T.

9   MS. FARROBA: Would they have to pay for

10 all of that conversion of all 96 lines?

11   MR. WHITE: Yes. They actually have

12 to--there's new switchboards, there's a new COT,

13 the whole thing is converted universal. All of the

14 costs associated with the conversion.

15   MR. STANLEY: Okay. If there is an

16 available loop, AT&T and AT&T's proposed language

17 they mention spare copper. They also mentioned

18 UDLC.

19   Would the language proposed by Verizon

20 cover transferring the loop to either spare copper

21 or an available UDLC?

22   MR. WHITE: The normal process--again it

1 depends on the UNE that's requested. If they come

2 in with a plain old telephone UNE, the first look

3 you look for universal. That's the first choice?

4 And if you have a light span, you could make a

5 transfer, and that's done automatically. If that

6 isn't there, then they would look for copper.

7 　　　In the situation I described a minute ago

8 where it was a stand-alone SLC-96 that's a hundred

9 percent integrated, there might be another one in

10 the same building that was built universal, so we

11 would also look for that. So, all of those options

12 are explored.

13 　　　If the loop that was requested was for

14 DSL, then the alternative is not to go from

15 integrated to universal. It would have to go from

16 integrated to copper. And they would get a reject.

17 　　　And then also there would be a secondary

18 opportunity which a lot of the CLECs use, and they

19 would order an ISDN, which we can provide.

20 　　　MR. STANLEY: Now that we have that

21 straight about the role of the BFR process, AT&T, I

22 understand from your testimony that you object to

1 use of the BFR process for several reasons that are

2 set out in the testimony.

3   Have you proposed some type of routineized

4 process as an alternative to the BFR process?

5   MR. PFAU: In our language?

6   MR. STANLEY: Yes.

7   MR. PFAU: No, I don't think it got into

8 how they would resolve it. I think it basically

9 says we should be given these choices.

10   Primarily the problem with the BFR process

11 is it's just so darned open-ended.

12   And don't forget, during the whole thing,

13 you are not being able to tell the customer whether

14 they could get service or not.

15   MR. STANLEY: Does AT&T or does Verizon,

16 to your knowledge, offer any alternative to the BFR

17 process in any other state?

18   MR. PFAU: I don't know. I would assume

19 not, but that's only an assumption on my part.

20   MR. STANLEY: Verizon, in your

21 understanding do you have any other alternative?

22   MR. WHITE: This is a very standard clause

1 that's been in the Interconnection Agreement for

2 years in many states. This is kind of a

3 fundamental clause, and there is a whole section on

4 BFR that covers this.

5 　　　　MR. STANLEY: In all other Verizon states

6 in this scenario we mentioned, Verizon has

7 competing carriers use the BFR process?

8 　　　　MR. WHITE: I can't personally vouch for

9 all of the states, but I do know in New Hampshire

10 this clause does exist in AT&T contracts. It's a

11 very fundamental package. Nothing new here.

12 　　　　MS. GILLIGAN: The BFR process can be used

13 also if the requesting CLECs would like features

14 and functions, for example, of the switch, and I

15 know that that's been invoked in other

16 jurisdictions, so the BFR process covers more than

17 just this specific example.

18 　　　　MR. STANLEY: Okay. Thanks. I would like

19 to ask a couple questions about the loop

20 qualification aspect or loop makeup information

21 aspect of this question, of this issue.

22 　　　　In testimony, Mr. Pfau, in your testimony,

1 AT&T Exhibit 2, you suggest that Verizon's current

2 OSS can or at least should be able to return

3 facilities availability information before sending

4 a firm order confirmation.

5   Is that based on any understanding--I'm

6 interested in the statement that Verizon can or

7 should. Is that based on your understanding of

8 Verizon's system that it currently can return that

9 type of information?

10   MR. PFAU: It's my understanding that you

11 could do a loop qualification to determine whether

12 there's carrier on a DSL loop. As far as I

13 understand, the system isn't smart enough to know

14 whether you're trying to do DSL. It just does a

15 test to see if carrier exists.

16   MS. FARROBA: But is that under the EDI

17 for local service requests, the preorder function?

18 Are you saying currently has that?

19   MR. PFAU: I believe it's on an EDI

20 transaction.

21   MS. FARROBA: Okay. So currently the

22 preorder OSS systems have the capability or they

1 will return information on DLC?

2   MR. PFAU: That is part of the advanced

3 services loop qualification, so, to the extent you

4 know it for an advanced service qualification, you

5 should be able to tell for a POTs service

6 qualification as well.

7   MS. FARROBA: And let me just--Verizon, is

8 that true, the preorder tool for loop qualification

9 includes information on presence of DLC?

10   MR. WHITE: I want to be clear when we

11 talk about the pre-qual on a loop qual database

12 versus access to information from LFACS because

13 they approached the data from two different

14 perspectives. The loop qual information is based

15 on is there copper available at that terminal

16 address. It isn't specific to the individual payor

17 or customer you're dealing with.

18   But the LFACS dip, which we are doing in

19 semi-manual, semi-mechanized mode today, and on

20 October 20th we will be fully mechanized, they

21 could do in and do LFACS dip and see precisely on

22 that pair and that telephone number and it will

1 tell them the type of DLC and whether it's

2 integrated or not.

3   MS. FARROBA: Okay. And that will be

4 available October 20th on a preorder--

5   MR. WHITE: Actually, they could do it

6 today. We would just take a little bit longer

7 because we got to do it behind the scenes and give

8 it back, but the GUI request is there, and it's

9 available as we speak.

10   MS. FARROBA: Okay. What about the

11 presence of spare copper on the preorder basis? Is

12 that information currently available, or can you

13 get that through LFACS?

14   MR. WHITE: The assignment process, that

15 is automatic. It's a full flowthrough hands-off,

16 and it isn't triggered until the order comes in.

17 When the order comes in, it looks. If it sees it's

18 on copper, it makes the assignment. If it sees

19 it's on universal, it does that. It will

20 automatically if it's on integrated look for

21 universal. Automatically that's done. But it

22 can't be done without an order triggering it. We

1 can't have people going in there doing random

2 checks and having all the algorithms ticked off and

3 preassigning pairs. And even if they did, if they

4 went back in 10 minutes later, they may get a

5 different answer because there is a tremendous

6 amount of churn in activity.

7   MS. FARROBA: And AT&T, what is it that

8 you want that's different from what's currently

9 available?

10   MR. PFAU: What's puzzling is that I think

11 our contention was that it seems like the

12 information is available and not being used. What

13 sounds like it is being used, but for some reason

14 it takes three days to give you a FOC on something

15 that's mechanized, to tell you that you do or you

16 don't have access to spare copper or it is or it

17 isn't on IDLC.

18   MR. STANLEY: What was that FOC interval

19 that you were talking about?

20   MR. PFAU: I think the response to Verizon

21 was well, when they get an order for a loop, that

22 maybe on IDLE it takes them an extra amount of time

1 for them to determine whether or not it's an IDLC

2 and whether or not spare copper is available. And

3 then after that determination it goes to the BFR

4 process. What it sounds like is, that is a

5 mechanized process, and shouldn't even involve any

6 extra time.

7   MR. WHITE: Let me be clear. I described

8 the mechanized process, but when it goes through

9 that process, if it can't find anything, it still

10 goes to an engineer to see if there is any pending

11 jobs, to see if there is any other terminals that

12 the computer didn't cross-reference, any other ways

13 to do it.

14   So, we try not to say no. We like to say

15 yes, and that's why it takes that extra time. If

16 they like it instantaneously, what the answer from

17 the computer says, they are going to get "no" a lot

18 more.

19   MR. STANLEY: I was wondering if AT&T

20 could comment on what type of--just explain a

21 little bit more about what type of inconvenience or

22 what type of harm you're alleging that is caused by

1 the delay of three days in receiving the FOC or the

2 delay of going through the BFR process.

3   MR. PFAU: Well, you can't make any

4 customer commitments until you've gotten the FOC

5 back, and you don't get the FOC back until they

6 have gone effectively through the BFR process. You

7 don't know what to tell the customer. Obviously

8 customers don't want to wait around for weeks or

9 months to find out whether they can get service on

10 this.

11   MS. FARROBA: I would like to get a little

12 clarification probably for you.

13   If this information is all available in

14 the database at the preorder stage, then why--I'm

15 having a disconnect why that's available preorder

16 and then there is a no facilities issue after the

17 FOC. Is that what AT&T's concern is?

18   MR. PFAU: No, I think our position was it

19 seems to take too long to get a disposition of

20 what's going on with the loop that's potentially an

21 IDLC, and the reason that we're saying it takes too

22 long is because they say it seems like this

1 information is readily available.

2   MR. WHITE: So, I guess there's two pieces

3 here. One is that they wanted to do a pre-qual,

4 and they go in and they do an LFACS dip. They're

5 going to get "yes" a lot of the times and be able

6 to tell the customer you're good, you're on copper

7 or you're on universal. No problem. Or they could

8 tell the customer, gee, you are on integrated. We

9 got to see if Verizon could come up with a fix.

10   Now, when they put the order in, there are

11 some algorithms that will be worked. If they can

12 be worked, we will look for the universal and do

13 the assignment. We could get an automatic no, but

14 we actually continue the process, and it goes to a

15 facility assignment clerk and even to an engineer

16 to pull plates and figure out, is there any work

17 going on there, is there a nearby terminal. That's

18 the extra time to work what I would call the

19 residuals, the ones that weren't easy.

20   But we don't wait until the end of three

21 days to give the response. If we could do the fix,

22 that's the maximum integral. That's not the

1 minimum interval. If we figure it out and say oh,

2 yes, we can do a transfer but we have to do a

3 dispatch out there to do it, we will give that FOC

4 back as soon as we can, but we have to leave the

5 longer period as the guaranteed interval because it

6 has to go to multiple groups to check it.

7 　　　　　MS. FARROBA: Where is this information on

8 whether there is UDLC or spare copper available?

9 Is that in a database that you're checking?

10 　　　　　MR. WHITE: That's in LFACS, but LFACS

11 you've got to realize that an LFACS is going to

12 tell you that this particular telephone number is

13 on this particular DLC that's integrated. And if

14 it's in a light span, for example, and there's a

15 universal shelf, it automatically should be able to

16 find that. However, if it's not, there could be a

17 second SLC-96. They weren't connected. There were

18 modules that could also be in the database, and the

19 computer may not know that yes, in the basement of

20 this building there is two integrated units but

21 there's also one universal, or there is another

22 cable that may feed from the back and the copper.

1 That's where the engineer gets involved in pulling

2 records and say how else can I get an assignment to

3 that terminal and look for those kind of things.

4 You reach a point where the machines do the most of

5 the work, but now you're down to the exceptions.

6   MS. FARROBA: Okay. AT&T, what is it you

7 would like done differently in that situation where

8 it's not in the database? There are actually the

9 engineers going out and looking at what's available

10 as far as the equipment?

11   MR. PFAU: Maybe there is a more

12 straightforward way to address this. I mean, I

13 don't see this should be a big issue. Our concern

14 is with the ADR process. Maybe if Verizon would

15 take a look at our language and then propose a

16 modification that would make it acceptable to them,

17 then we could get somewhere. As it is, it was just

18 struck.

19   MR. WHITE: I'm a little confused. What

20 we did in this section was reference the entire BFR

21 process. I mean, are they just questioning the BFR

22 process would apply to this section or--

1   MS. FARROBA: Could I ask the parties to

2   talk about that a little bit and see if there is

3   anything that you can do on it. Just to see

4   because it looked like maybe there might be

5   something--at least some movement that could be

6   made.

7   MR. STANLEY: I just have one more

8   question. I understand that AT&T hasn't proposed a

9   specific alternative to the BFR process in the

10 contract language. I just wanted to check to see

11 whether AT&T has proposed explicitly or implicitly

12 a standard to be used to measure the provisioning

13 speed of whatever the process would be.

14   In the Joint Decision Point List at least

15 is one place where I have seen this language. AT&T

16 suggests that it is entitled under the act to--it

17 is entitled under the act to no lesser service than

18 what Verizon provides to itself and its customers

19 in reference to this BFR process.

20   I'm wondering if by that you are implying

21 some type of retail analog, some type of parity

22 standard, what would that mean? If the BFR process

1 is slower than what Verizon offers to itself, what

2 are you comparing that to?

3   MR. PFAU: Again, I wasn't--didn't do the

4 JDPLs, so I can't comment on everything that's in

5 there, but I think what was probably at issue there

6 is the idea that if you can get resolution for a

7 retail customer within a particular period of time,

8 then a carrier should be able to get the resolution

9 in that amount of time.

10   I don't think there is an intent to

11 propose that this be measured explicitly like in

12 the carrier-to-carrier measures.

13   MS. FARROBA: But you want it to be the

14 same amount of time as what I guess is what John is

15 asking.

16   MR. PFAU: I guess the problem is to

17 establish a time frame, you would have to have the

18 same ability to serve the customer, and in this

19 case they can serve customers with IDLC in the

20 loop, and we can't. So I don't know that I can at

21 this point say what the appropriate standard would

22 be.

1   MS. GILLIGAN: Could I make a comment on

2   that?

3   MS. FARROBA: Yes.

4   MS. GILLIGAN: I'm assuming you're talking

5   about being able to serve them as a

6   facilities-based carrier.

7   MR. PFAU: Right.

8   MS. GILLIGAN: There is always the

9   alternative of UNE platform service which would

10 have its analogy in a retail POTS-type service.

11 So, while they are waiting to go through the BFR

12 process, they could always take that customer as a

13 UNE platform service.

14   MS. FARROBA: I just have one more

15 question on this issue. It's going back to the BFR

16 process, and whether Verizon would be willing to

17 look at some way to come up with procedures that

18 are standard for handling orders for loops that are

19 served by IDLC instead of doing each one on an

20 individual BFR process. I mean, surely there are

21 some processes that you use when that situation

22 arises.

1   MR. WHITE: The truth of the matter is,

2 what I described and how we would add a COT and all

3 that has been around for four or five years. I

4 don't know if anybody has ever used it and

5 exercised it in that time. So, to standardize

6 something--once we had a few in the pipeline, we

7 could probably come up with you know exactly what

8 it costs and how long it's going to take and those

9 kind of things.

10   MR. ANTONIOU: Our standard BFR provisions

11 provide a clause to the effect that if you--if we

12 have responded to a BFR request that's

13 substantively identical or very similar, then we

14 would apply those results. I mean, our goal would

15 be just like the carrier not to reinvent the wheel.

16   MS. FARROBA: Okay.

17   MR. STANSHINE: Jerry Stanshine of OTT.

18   In the case of a customer who is on IDLC

19 who wants, say, DSL from Verizon, would you check

20 for whether that customer has spare copper to get

21 around the IDLC system?

22   MR. WHITE: We do that automatically.

1   MR. STANSHINE: So, that part can be done.

2 Your databases can do that on an automated basis?

3 It doesn't take three days to get back to that

4 customer. At least if he's got spare copper, you

5 can find that?

6   MR. WHITE: Doesn't take three days. The

7 loop qual database--see, when you're going for DSL

8 you use loop qual database. And it's not testing

9 the individual line. It's saying that out there

10 the terminal is fed by copper and DLC, so it going

11 to say, yes, we know--even though the customer is

12 on DLC, it will say yes, there is copper.

13   MR. STANSHINE: So there is a mechanism in

14 place for basically automatically rather than

15 manually looking into LFACS or whatever it is?

16   MR. WHITE: No, no, no. It is not

17 automatic. What has been done is every single

18 customer address, the terminal at that house, has

19 been looked at, and if it was fed by DLC, 100

20 percent DLC, if you went to loop qual database, it

21 would say nonavailable. It will tell you DLC only.

22   MR. STANSHINE: How long would it take to

1 get back to the customer on this?

2   MR. WHITE: That response is seconds.

3   MR. STANSHINE: So, that's on

4 "verizon.com/adsl"?

5   MR. WHITE: You got it. It comes back and

6 DLC only. Then if there was both copper and DLC

7 there, and the terminal was qualified, it will say,

8 yes, we will process the order, so the customer's

9 told yes, but then we actually have to go out there

10 and we have to do a dispatch and do a transfer and

11 move the customer from one to the other.

12   MR. DYGART: I think we are finally

13 finished with panel one.

14   MR. GOLDFARB: Earlier today there had

15 been some questions--

16   MS. FARROBA: Wait, this isn't an

17 opportunity for anyone--

18   MR. GOLDFARB: No, but the staffer had

19 asked if we--there was some confusion because there

20 was some language in the JDPL that Verizon had put

21 in that wasn't familiar with--its witnesses

22 weren't, and so they had asked if--the question

1 could we see if we could state and they could state

2 what their position was on the pricing of UNE

3 combinations, so that to see if there was a

4 difference or was not a difference because it was

5 sort of left in the air, and the request was for us

6 to do that, and I don't know if this is the right

7 time, but I thought if we stated our position, if

8 this is the right time, we could see if there is

9 agreement or not.

10   MR. DYGART: Have you all talked to each

11 other on a break to see if it appears that you

12 agree among yourselves?

13   MR. GOLDFARB: No, we haven't.

14   MR. DYGART: I think that may be a more

15 productive way to proceed, then.

16   Also, we need Mr. Goldfarb to get from you

17 your errata to your testimony, I think.

18   MR. GOLDFARB: Actually, I think we do

19 have the errata. It all goes to actually, I

20 believe, the next panel up, not to this panel. We

21 have it here.

22   MR. FREIFELD: We have copies, and we've

1 marked it as WorldCom Exhibit 38.

2   MS. FARROBA: Okay.   So, what was referred

3 to this morning is actually for the next panel?

4   MR. FREIFELD: I'm not sure which issues

5 it relates to, but it relates to the Goldfarb,

6 Buzacott, Lathrop, two of their five pieces of

7 testimony in the case.   The errata sheet indicates

8 exactly which of those exhibits to be amended.   We

9 just propose to handle it by marking the errata

10 itself as WorldCom Exhibit 38 and distributing it,

11 and have you receive it.

12   MR. DYGART: That's fine.

13   Rick, did you have something brief?

14   MR. GARY: Mr. Antoniou, you spoke this

15 morning about the proposal of Verizon that appears

16 in Verizon's Exhibit 1, direct testimony concerning

17 UNE platforms.

18   Is it your understanding you were going to

19 put together contract language to memorialize that

20 new position of Verizon?

21   MR. ANTONIOU: Yes.   It's our

22 understanding that at least one and perhaps two of

1 the petitioners might be interested in that

2 language, so based on that, we will endeavor to

3 provide to AT&T and WorldCom language that would

4 give effect to that proposal for their

5 consideration.

6   MR. GARY: Okay. And finally, Ms. Fox, on

7 this exhibit, AT&T 19, which are the Verizon North

8 and Verizon South guidelines for converting special

9 access services to loop transport combinations, on

10 the back page there is a statement here on

11 paragraph five--this is page five, paragraph five.

12 The first sentence says Verizon is attempting to

13 develop methods and procedures for converting

14 special access to loop transport combinations so

15 that CLECs can convert eligible special access

16 services to loop transport combinations without

17 submitting LSRs and ASRs to Verizon.

18   Is that what you were talking about this

19 afternoon?

20   MS. FOX: Yes.

21   MR. GARY: Has Verizon Virginia and

22 Verizon done that?

1   MS. FOX: We are almost finished with

2 implementing a better method of doing the actual

3 conversion in terms of not needing to provide

4 billing adjustments anymore, and instead doing a

5 bill conversion within the billing system.

6   So, that process will be available, and

7 we'll be working it on a CLEC-by-CLEC basis at the

8 end of October.

9   MR. GARY: Thank you. No further

10 questions.

11   MS. FARROBA: Just a clarification, on

12 WorldCom, that was exhibit number--

13   MS. FAGLIONI: It will be 38, I believe.

14   MS. FARROBA: Are there any objections?

15 Have you seen it?

16   MS. FAGLIONI: We had a copy of the

17 exhibit which has the errata on it. I can't say

18 that we've gone back to see, but as a procedural

19 matter, I don't think we have any problem with the

20 concept that if a witness has errata, it's probably

21 the most efficient way to deal with it is to come

22 in with an errata sheet and move it as an exhibit.

1 It gives us a little bit of time to go back and

2 look at it. I can't imagine there would be

3 objections to it.

4   I didn't understand them to be moving it

5 into evidence at the moment. I thought I heard

6 them say they would moving it in tomorrow, but

7 maybe I misunderstood.

8   MR. FREIFELD: Since the question was

9 asked now, I was doing it now, but it can wait

10 until tomorrow.

11   MS. FARROBA: That's fine. So, maybe by

12 tomorrow you will have had a chance to look at it.

13   MR. DYGART: All right. I think with

14 that, subpanel one can be excused.

15   Our preference would be to at least start

16 with subpanel five, which is going to be the second

17 thing on our plate today. I'm not sure that we

18 will run a lot beyond 6:30, but it would at least

19 get us moving in that direction. Are witnesses

20 here for subpanel five?

21   MS. FARROBA: You are excused. Thank you

22 very much, subpanel one.